IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

CHAMBER SUMMONS NO.508 OF 2006

IN

SUIT NO.527 OF 2005

Capt.Sukhdev Singh .. Plaintiff.

Versus

The Great Eastern Shipping Company .. Defendants.

Capt.Sukhdev Singh present in person.

Mr.B.Coolabawala i/b.Hariani & Co. for defendants.

CORAM : S.C.DHARMADHIKARI, J.

DATE : 17TH JULY, 2007.

P.C.:

1. The plaintiff has been appearing in person for arguing this Chamber Summons.

2. The suit filed by the plaintiff in person is seeking declaration that a letter dated 20th September, 2004 purporting to terminate his service is arbitrary, without jurisdiction, illegal and void and that he continues to be in service of the defendants till the age

of his superannuation / retirement and is entitled for all monetary consequential reliefs. Now, he has filed a Chamber Summons seeking to amend the plaint on the basis of the events relating an enquiry which was commenced and he seeks to challenge the enquiry proceedings. The plaint is sought to be extensively amended on the basis that the enquiry also is bad and that the Court should declare it as such. The challenge is to the charge-sheet also. Based upon all these averments, he seeks further monetary reliefs.

3. Mr.Coolabawala appearing for the defendants states that the amendment would change the relief claimed and the cause of action which is the foundation for the same in the original suit. The suit proceeded on the basis of the letter of termination. Now, he states that same enquiry was initiated after a charge-sheet was issued and then he seeks to amend when the foundation of the claim is a termination. Now there cannot be any challenge to the enquiry proceedings.

4. To my mind, one of the purposes of the amendment is to obviate and avoid multiplicity of the proceedings. There is no dispute that the original claim is also on the basis of the employment by the defendant of the plaintiff.

The disputes between parties pertain to the contract and the terms and conditions stipulating the employment. If that be so, the action of abruptly putting an end to the service being challenged and declaration originally claimed does not mean that the plaintiff cannot amend the proceedings to impugn the enquiry preceding the alleged termination or the subsequent acts of the employer. The amendment does not alter the basic structure and the relief.

5. The plaintiff seek to incorporate certain additional pleas and events leading to the same. Since incorporating them would assist the Court in properly resolving the controversy and avoid multiplicity of proceedings, this Chamber Summons is granted. Hence the following order :-

a) Chamber Summons is made absolute in terms of prayer clause (a). Amendment to be carried out within a period of two weeks from today. Copy of the amended plaint be served on the defendants within a period of two weeks thereafter.

6. M/s.Hariani & Co. waives service of the writ of summons and Mr.Coolabawala states that upon receipt of a

copy of the amended plaint, the written statement would be filed within a period of eight weeks.

7. No further relief can be granted in this Chamber Summons. The plaintiff states that upon the amendment being granted now and the plaint being allowed to be amended in terms of the draft / schedule, the plaintiff would pay additional Court fees, if payable.

8. Needless to state that merits of the contentions sought to be raised have not been gone into and it would be open for the defendants to raise all pleas including the maintainability of the suit and the bar of limitation in their written statement and neither this order shall preclude them from doing so nor will prejudice the rival contentions at the time of trial.

(S.C.Dharmadhikari, J.)